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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

NIKE, INC.,)	
)	
Plaintiff,)	Case No. 2:17-cv-00516
)	
v.)	
)	COMPLAINT
FUJIAN JIALAIMENG SHOES CO., LTD.)	
)	
and)	(JURY DEMAND)
)	
DAEAST-ASIA (FUJIAN) SPORTS)	
PRODUCTION CO., LTD.,)	
)	
Defendants.)	

Plaintiff, NIKE, Inc., for its Complaint against Defendants, Fujian Jialaimeng Shoes Co., Ltd. and Daeast-Asia (Fujian) Sports Production Co., Ltd., states as follows:

I. JURISDICTION & VENUE

1. This is an action for patent and trademark infringement arising under 35 U.S.C. §

1, *et seq.* and 15 U.S.C. § 1051, *et seq.* This Court has subject matter jurisdiction over this action pursuant to at least 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338 because this action arises under the patent and trademark laws of the United States. This Court has supplemental jurisdiction over the remaining claims pursuant to 28 U.S.C. § 1367.

2. On information and belief, this Court may exercise personal jurisdiction over the Defendants based upon the Defendants' contacts with this forum, including Defendants' regularly and intentionally doing business here and having committed acts of infringement within this forum by promoting, distributing, offering to sell, and selling products covered by NIKE's design patents and trademarks at and through participation in the twice-annual WSA@Magic trade show ("WSA") in Las Vegas, Nevada.

3. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400, because Defendants do business, have committed acts of infringement, and are subject to personal jurisdiction in this district.

II. PARTIES

4. NIKE, Inc. ("NIKE") is a corporation organized under the laws of the State of Oregon and has a principal place of business at One Bowerman Drive, Beaverton, Oregon 97005. NIKE is the world's leading designer, marketer, and distributor of athletic footwear.

5. On information and belief, Defendants Fujian Jialaimeng Shoes Co., Ltd. and Daeast-Asia (Fujian) Sports Production Co., Ltd. are related Chinese footwear manufacturing companies sharing places of business at: (A) No. 184 Xiadai, Yangdai, Chendai, Jinjiang, Quanzhou, Fujian 362211, China; (B) No. 24-28 Zhonghua Road, Yangdai, Jinjiang, Fujian, China; and (C) No. 1 Touban Zhongguang Road, Chen Daiyangdai, Jinjiang, Fujian 362200, China. On further information and belief, Defendants have and are doing business under the following additional names: (D) Fujian Jinjiang Jialaimeng Shoes Co., Ltd.; (E) Jialaimeng Shoes Plastic Co. Ltd.; (F) Jialaimeng Shoes Factory Co., Ltd.; (G) Jinjiang Jialaimeng Shoes Co., Ltd.; (H) Jialaimeng Group Co., Ltd.; (I) Jinjiang Jialaimeng Shoes Plastic Co., Ltd.; (J) Jialaimeng International; (K) Fujian Jialaimeng Shoes Co., Ltd.; (L) Wanlee International Co., Ltd.; and (M) Jinjiang Tepao Trading Co., Ltd. On further information and belief, Defendants,

under one or more of the foregoing aliases, have promoted products under at least the brand marks “JIALAIMENG,” “TEPOR,” and “WANLEE.” Collectively, hereafter, Defendants are referred to as “Jialaimeng.”

III. GENERAL ALLEGATIONS

A. NIKE’s Design Patents

6. For many years, NIKE has developed, manufactured, marketed, and sold a wide array of athletic and fashion footwear, apparel, and sports equipment.

7. NIKE has taken steps to protect its innovations and owns various United States patents relating to its footwear designs. Relevant to this dispute, NIKE owns all right, title, and interest in, and has the right to sue and recover for past, present, and future infringement of, each of the United States design patents identified in Table 1 (collectively hereafter, the “NIKE Design Patents”) from the date each patent duly and legally issued to NIKE. A copy of each NIKE Design Patent is attached to this Complaint as indicated in Table 1.

TABLE 1: NIKE DESIGN PATENTS		
United States Design Patent No.	Issue Date of Patent	Complaint Exhibit
D511,884	November 29, 2005	A
D659,967	May 22, 2012	B
D666,404	September 4, 2012	C
D666,405	September 4, 2012	D
D666,406	September 4, 2012	E
D668,035	October 2, 2012	F
D673,765	January 8, 2013	G
D683,119	May 28, 2013	H
D694,499	December 3, 2013	I
D696,849	January 7, 2014	J


TABLE 1: NIKE DESIGN PATENTS

United States Design Patent No.	Issue Date of Patent	Complaint Exhibit
D701,689	April 1, 2014	K
D710,579	August 12, 2014	L
D711,081	August 19, 2014	M
D713,627	September 23, 2014	N
D721,474	January 27, 2015	O
D723,772	March 10, 2015	P
D725,356	March 31, 2015	Q
D746,037	December 29, 2015	R

8. The NIKE Design Patents are presumed to be valid.

B. NIKE's Asserted Trademarks

9. As a result of continuous and long-standing promotion, substantial sales, and consumer recognition, NIKE has developed powerful trademark rights that others want to copy.


10. In particular, through substantial and long-standing use, the name "NIKE" and  ("Swoosh Design") have become famous trademarks that are among NIKE's most valuable assets. Today, "NIKE" and the Swoosh Design are two of the most famous, recognizable, and valuable trademarks in the world. NIKE has continuously promoted and sold shoes and apparel bearing the NIKE and Swoosh Design marks since 1971, including in connection with dozens of iconic shoes designs and innovative footwear technologies over the years. NIKE has also promoted and sold shoes and apparel bearing the Swoosh Design in various orientations and placements on the shoes and apparel.

11. In addition, NIKE has used the words "NIKE FREE" and "NIKEFREE" in connection with footwear at least as early as 2004. As a result of NIKE's promotion and continuous use of its "FREE" marks, and because consumers associate these marks with high-

quality NIKE footwear, “NIKE FREE” and “NIKEFREE” are valuable trademarks connected with NIKE.

12. To that end, NIKE owns common law and registered trademark rights in the marks identified in Table 2 (hereafter, the “NIKE Trademarks”). The United States Patent and Trademark Office has examined applications to register these marks and has registered these marks on the Principal Register in connection with a wide array of goods and services. NIKE owns all right, title, and interest in the registrations identified in Table 2. A copy of the registration certificates for each of the NIKE Trademarks is attached to this Complaint as indicated in Table 2.

Table 2: NIKE TRADEMARKS

United States Trademark Reg. No.	Trademark	Trademark Registration Date	Complaint Exhibit
977,190		January 22, 1974	S
1,214,930	NIKE	November 2, 1982	T
1,323,342		March 5, 1985	U
1,323,343		March 5, 1985	V
3,087,455	NIKEFREE	May 2, 2006	W
3,192,901	NIKE FREE	January 2, 2007	X

13. The NIKE Trademarks are presumed valid and are incontestable pursuant to 10 U.S.C § 1065.

C. Jialaimeng’s Infringing Activities

14. Without NIKE’s authorization, Jialaimeng has made, used, offered to sell, promoted, distributed, sold, and/or imported into the United States shoes bearing designs that have the same or a substantially similar overall visual impression as the designs covered by the NIKE Design Patents (hereafter, the “Infringing Shoes”).

15. Without NIKE’s authorization, Jialaimeng imports, promotes, distributes, offers

1 to sell, and sells, shoes bearing marks that are confusingly similar to and dilutive of NIKE
2 trademarks. Moreover, on information and belief, Jialaimeng intentionally uses infringing marks
3 on Infringing Shoes bearing the same or substantially similar overall visual appearances as NIKE
4 shoes, to create associations with NIKE.

5 16. On information and belief, Jialaimeng imports Infringing Shoes into the United
6 States, and promotes, distributes, offers to sell, and sells the Infringing Shoes at least twice
7 yearly at the WSA@Magic trade show (“WSA”) in Las Vegas, Nevada. According to the
8 WSA’s website, the WSA trade show, held in February and August of each year, “offer[s] the
9 largest selection of fast fashion footwear anywhere in the world,” and has “a global base of
10 product and buyers from over 100 countries.” (Compl. Ex. Y,
11 <http://www.ubmfashion.com/shows/wsamagic>, last visited February 16, 2017).

12 17. According to Jialaimeng’s website, Jialaimeng produces around 6 million pairs of
13 shoes per year, earning annual revenues between \$50-100 million U.S., with sales to North
14 America generating 50% of these proceeds. (Compl. Ex. Z,
15 https://jialaimengshoes.en.alibaba.com/company_profile.html, last visited February 20, 2017).

16 18. On information and belief, with the exception of its temporary presence in Las
17 Vegas during the WSA trade shows, Jialaimeng does not have any known business operations or
18 assets in the United States.

19 19. NIKE’s representatives visited the WSA trade show in Las Vegas from August
20 15-17, 2016 and observed Jialaimeng promoting and offering to sell Infringing Shoes. Pursuant
21 to 35 U.S.C. § 287 and 15 U.S.C. § 1111, NIKE notified Jialaimeng that it is infringing NIKE’s
22 rights by promoting and offering to sell Infringing Shoes, and shoes bearing NIKE trademarks.

23 20. On October 28, 2016, NIKE sent a notice letter to Jialaimeng in China. The
24 letter, attached as Complaint Exhibit AA, gave Jialaimeng notice under 35 U.S.C. § 287 and 15
25 U.S.C. § 1111 that various shoes Jialaimeng promoted, offered to sell, and was selling at the
26 WSA trade show, including model number 605193 and additional models lacking identifying
27 indicia, infringe one or more of NIKE’s U.S. Pat Nos. D694,499; D701,689; and D713,627
28 and/or one or more of NIKE’s Trademarks “NIKE,” “NIKE FREE,” and “NIKEFREE.”

21. NIKE's notice letter was delivered to Jialaimeng in China on November 7, 2016. (Compl. Ex. BB, UPS Delivery Confirmation). Jialaimeng never responded.

22. At the WSA show on February 21, 2017, Jialaimeng offered for sale numerous footwear products bearing designs that are substantially the same as, if not identical copies of, the designs covered by NIKE Design Patents, and/or that infringe the NIKE Trademarks, including at least Jialaimeng model numbers 60592, 605126, 605184, 605244, 605272, and 605397.

23. Jialaimeng displayed Infringing Shoes on the shelves of its booth at the February 2017 WSA show, as seen in the below image of Jialaimeng's booth.



24. Jialaimeng also had the shoes pictured below, which include Infringing Shoes, hidden in a cabinet in its booth at the February 2017 WSA show.



25. Jialaimeng also promotes, distributes, offers to sell, and sells the Infringing Shoes to U.S. and global customers through its website <https://jialaimengshoes.en.alibaba.com>, which reaches into the United States and into this judicial district. Captures of the Jialaimeng website are attached as Compl. Exs. CC-JJ.

26. Specific examples of Infringing Shoes are compared to NIKE Patents and NIKE Trademarks in Table 3 below. However, because Jialaimeng does not provide identifying indicia on all of its Infringing Shoes, and because NIKE has not been able to secure an image of each Infringing Shoe, Table 3 does not set forth all of Jialaimeng's Infringing Shoes.

Table 3: EXAMPLE INFRINGEMENTS

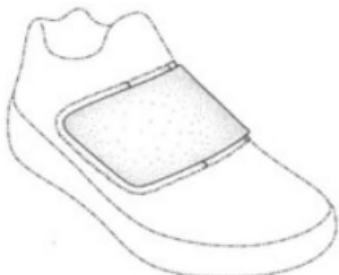

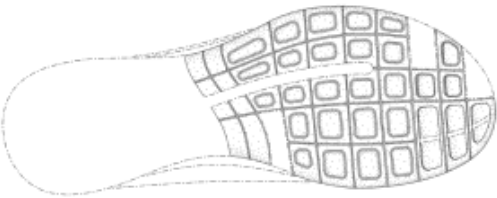
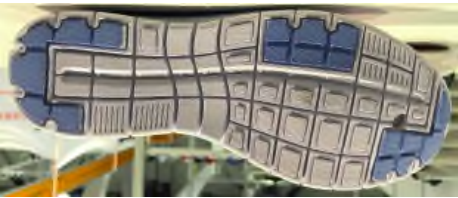


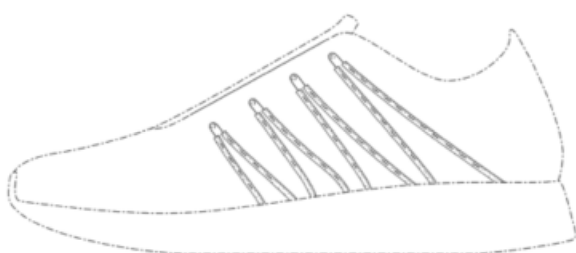
<u>NIKE's Asserted Patent/Trademark</u>	<u>Jialaimeng's Infringing Shoes</u>
 <p data-bbox="378 793 613 867">D511,884 See Compl. Ex. A</p>	 <p data-bbox="911 789 1312 915">Fashion lace-up PU upper men basketball custom sports shoes Min. Order: 500 Pairs /color/size range,300... FOB Price: US \$ 8.5 - 11.5 / Pair</p>
 <p data-bbox="378 1226 613 1299">D659,967 See Compl. Ex. B</p>	 <p data-bbox="932 1276 1321 1308">Model Nos. 605244 & 605272</p>
 <p data-bbox="378 1654 613 1728">D666,404 See Compl. Ex. C</p>	 <p data-bbox="1003 1730 1252 1761">Model No. 605126</p>

Table 3: EXAMPLE INFRINGEMENTS**NIKE's Asserted Patent/Trademark**

D666,405
See Compl. Ex. D

Jialaimeng's Infringing Shoes

Latest design stretch fabric heighten soft sole custom sport running s...

Min. Order: 500 Pairs /color/size range

FOB Price: US \$ 6 - 10 / Pair



Model No. 605184

Table 3: EXAMPLE INFRINGEMENTS

<u>NIKE's Asserted Patent/Trademark</u>	<u>Jialaimeng's Infringing Shoes</u>
 <p data-bbox="381 1113 609 1186">D666,406 See Compl. Ex. E</p>	 <p data-bbox="925 798 1323 924">Latest design stretch fabric heighten soft sole custom sport running s... Min. Order: 500 Pairs /color/size range FOB Price: US \$ 6 - 10 / Pair</p>  <p data-bbox="998 1228 1258 1260">Model No. 605184</p>  <p data-bbox="998 1564 1258 1596">Model No. 314354</p>
 <p data-bbox="381 1879 609 1953">D668,035 See Compl. Ex. F</p>	 <p data-bbox="998 1900 1258 1932">Model No. 314354</p>

Table 3: EXAMPLE INFRINGEMENTS

<u>NIKE's Asserted Patent/Trademark</u>	<u>Jialaimeng's Infringing Shoes</u>
 <p data-bbox="378 779 610 848">D673,765 See Compl. Ex. G</p>	 <p data-bbox="927 800 1321 926">Latest design stretch fabric heighten soft sole custom sport running s... Min. Order: 500 Pairs /color/size range FOB Price: US \$ 6 - 10 / Pair</p>
 <p data-bbox="378 1247 610 1316">D683,119 See Compl. Ex. H</p>	 <p data-bbox="1013 1318 1240 1350">Model No. 60592</p>
 <p data-bbox="383 1619 604 1688">D694,499 See Compl. Ex. I</p>	 <p data-bbox="1005 1646 1250 1677">Model No. 605193</p>

Table 3: EXAMPLE INFRINGEMENTS

<u>NIKE's Asserted Patent/Trademark</u>	<u>Jialaimeng's Infringing Shoes</u>
 <p data-bbox="381 814 605 888">D696,849 See Compl. Ex. J</p>	 <p data-bbox="906 856 1339 993">Low price breathable oem knitting sport cheap running shoes men Min. Order: 500 Pairs /color/size range FOB Price: US \$ 6 - 10 / Pair</p>
 <p data-bbox="376 1291 612 1358">D701,689 See Compl. Ex. K</p>	 <p data-bbox="1003 1304 1250 1339">Model No. 605193</p>

Table 3: EXAMPLE INFRINGEMENTS

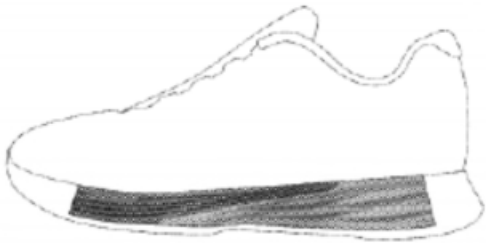

<u>NIKE's Asserted Patent/Trademark</u>	<u>Jialaimeng's Infringing Shoes</u>
 <p data-bbox="380 835 607 905">D710,579 See Compl. Ex. L</p>	 <p data-bbox="867 888 1289 1031">Most popular casual fashion knitting china brand sport shoes men Min. Order: 1200 Pairs /color/size range FOB Price: US \$ 6 - 10 / Pair</p>
 <p data-bbox="375 1346 613 1415">D711,081 See Compl. Ex. M</p>	 <p data-bbox="1013 1440 1240 1472">Model No. 60592</p>
 <p data-bbox="375 1717 609 1787">D713,627 See Compl. Ex. N</p>	 <p data-bbox="1003 1738 1252 1770">Model No. 605193</p>

Table 3: EXAMPLE INFRINGEMENTS





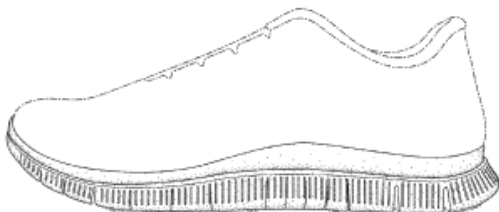

<u>NIKE's Asserted Patent/Trademark</u>	<u>Jialaimeng's Infringing Shoes</u>
 <p>D721,474 See Compl. Ex. O</p>	 <p>Super hot design lightweight knitting oem trail running shoes Min. Order: 1200 Pairs /color/size range FOB Price: US \$ 6 - 10 / Pair</p>
 <p>D723,772 See Compl. Ex. P</p>	 <p>Model Nos. 605244; 605272</p>
 <p>D725,356 See Compl. Ex. Q</p>	 <p>Model Nos. 605244; 605272</p>

Table 3: EXAMPLE INFRINGEMENTS

<u>NIKE's Asserted Patent/Trademark</u>	<u>Jialaimeng's Infringing Shoes</u>
 <p>D746,037</p> <p>See Compl. Ex. R</p>	 <p>Super hot design lightweight knitting oem trail running shoes</p> <p>Min. Order: 1200 Pairs /color/size range</p> <p>FOB Price: US \$ 6 - 10 / Pair</p>
 <p>TM Reg. Nos. 977,190, 1,323,342; 1,323,343</p> <p>See Compl. Exs. S; U; V</p>	 <p>Excellent selling lace-up casual flat sole</p>

Table 3: EXAMPLE INFRINGEMENTS

<u>NIKE's Asserted Patent/Trademark</u>	<u>Jialaimeng's Infringing Shoes</u>
 <p>TM Reg. Nos. 977,190, 1,323,342; 1,323,343 See Compl. Exs. S; U; V</p>	 <p>Model No. 605397</p>
<p>"NIKE" TM Reg. No. 1,214,930 See Compl. Ex. T</p> <p>"NIKEFREE" 3,087,455 See Compl. Ex. W</p> <p>"NIKE FREE" 3,192,901 See Compl. Ex. X</p>	 

27. On information and belief, Jialaimeng knew of the NIKE Design Patents and NIKE Trademarks before it began making, using, offering to sell, promoting, distributing, selling, and/or importing Infringing Shoes into the United States.

28. On information and belief, Jialaimeng continued making, using, offering to sell, promoting, distributing, selling, and/or importing Infringing Shoes into the United States with knowledge of the NIKE Design Patents and the NIKE Trademarks and after NIKE provided Jialaimeng notice of its infringements.

29. Jialaimeng's knowing and repeated infringements of the NIKE Design Patents and the NIKE Trademarks has been and continues to be intentional and willful.

COUNT I:

PATENT INFRINGEMENT

30. NIKE re-alleges each and every allegation set forth in paragraphs 1 through 29 above, inclusive, and incorporates them by reference herein.

31. Jialaimeng has made, used, offered to sell, sold, and/or imported into the United States, and still is making, using, offering to sell, selling, and/or importing into the United States, shoes having designs that infringe NIKE Design Patents without NIKE's authorization.

32. Jialaimeng's infringements have been intentional and willful, making this an exceptional case.

33. NIKE has been and will continue to be irreparably harmed by Jialaimeng's infringements of the NIKE Design Patents.

COUNT II:

TRADEMARK INFRINGEMENT UNDER SECTION 32(1) OF THE LANHAM ACT

34. NIKE re-alleges each and every allegation set forth in paragraphs 1 through 33 above, inclusive, and incorporates them by reference herein.

35. Jialaimeng has knowingly used and continues to use in commerce the NIKE Trademarks, including reproductions, copies, or colorable imitations thereof, in connection with shoes Jialaimeng manufactures, advertises, promotes, and sells in the United States. Jialaimeng has used the NIKE Trademarks with the knowledge of, and the intent to call to mind and create a likelihood of confusion with regard to, and/or trade off NIKE's fame and the registered NIKE Trademarks.

36. NIKE has given notice of its registrations and claimed trademark rights pursuant to section 29 of the Lanham Act, 15 U.S.C. § 1111. Nevertheless, Jialaimeng continues to use the NIKE Trademarks.

37. Jialaimeng's use of the NIKE Trademarks (A) constitutes trademark infringement, (B) is likely to confuse, mislead, or deceive customers, purchasers, and members of the general

1 public as to the origin, source, sponsorship, or affiliation of Jialaimeng and NIKE and/or
2 Jialaimeng's products and NIKE's products, and (C) is likely to cause such people to believe in
3 error that Jialaimeng's products have been authorized, sponsored, approved, endorsed, or
4 licensed by NIKE or that Jialaimeng is in some way affiliated with NIKE.

5 38. NIKE has no control over the nature and quality of the goods or services
6 Jialaimeng offers, and NIKE's reputation and goodwill will be damaged – and the value of the
7 NIKE Trademarks jeopardized – by Jialaimeng's continued use of the NIKE Trademarks and
8 colorable imitations thereof. Because of the likelihood of confusion between Jialaimeng's
9 designs and the NIKE Trademarks, any defects, objections, or faults found with Jialaimeng's
10 products will negatively reflect upon and injure the reputation that NIKE has established for the
11 products and services it offers in connection with the NIKE Trademarks. As such, Jialaimeng is
12 liable to NIKE for infringement of its registered marks under 15 U.S.C. § 1114.

13 39. Jialaimeng's acts alleged above have caused, and if not enjoined will continue to
14 cause, irreparable and continuing harm to NIKE's trademarks, business, reputation, and
15 goodwill. NIKE have no adequate remedy at law as monetary damages are inadequate to
16 compensate NIKE for the injuries caused by Jialaimeng.

17 40. As a direct and proximate result of Jialaimeng's conduct, NIKE has suffered
18 damages to the valuable NIKE Trademarks, and other damages in an amount to be proved at
19 trial.

20 41. Jialaimeng's infringement of NIKE's registered trademarks is deliberate, willful,
21 fraudulent and without any extenuating circumstances, and constitutes a knowing use of the
22 NIKE Trademarks, and an exceptional case within the meaning of 15 U.S.C. § 1117(a).

23 42. NIKE is entitled to injunctive relief, a seizure order, and NIKE is also entitled to
24 recover Jialaimeng's profits, actual damages, enhanced profits and damages, costs, and
25 reasonable attorney fees under 15 U.S.C. §§ 1114, 1116, and 1117.

26 **COUNT III:**

27 **FALSE DESIGNATION OF ORIGIN/UNFAIR COMPETITION UNDER**

28 **SECTION 43(a) OF THE LANHAM ACT**

1 43. NIKE re-alleges each and every allegation set forth in paragraphs 1 through 42
2 above, inclusive, and incorporates them by reference herein.

3 44. Jialaimeng's use, promotion, offers to sell, sale, and/or importation of Infringing
4 Shoes violates Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

5 45. The NIKE Trademarks are federally registered, and are entitled to protection
6 under both federal and common law. NIKE has extensively and continuously promoted and used
7 the NIKE Trademarks for many decades in the United States and worldwide. Through that
8 extensive and continuous use, the NIKE Trademarks have become famous and well-known
9 indicators of the origin and quality of NIKE footwear.

10 46. Jialaimeng's use of colorable imitations of the NIKE Trademarks constitutes a
11 false designation of origin that is likely to cause consumer confusion, mistake, or deception as to
12 the origin, sponsorship, or approval of the Infringing Shoes by creating the false and misleading
13 impression that the Infringing Shoes are manufactured by, authorized by, or otherwise associated
14 with NIKE.

15 47. Jialaimeng's use of colorable imitations of the NIKE Trademarks has caused, and
16 unless enjoined, will continue to cause substantial and irreparable injury to NIKE for which
17 NIKE has no adequate remedy at law, including at least substantial and irreparable injury to the
18 goodwill and reputation for quality associated with the NIKE Trademarks.

19 48. On information and belief, Jialaimeng's use of colorable imitations of the NIKE
20 Trademarks has been intentional and willful. Jialaimeng's bad faith is evidenced at least by the
21 identical similarity of the Infringing Shoes to the NIKE Trademarks as well as by Jialaimeng's
22 refusal to acknowledge or abide by NIKE's infringement notices.

23 49. NIKE is entitled to injunctive relief, and NIKE is also entitled to recover
24 Jialaimeng's profits, actual damages, enhanced profits and damages, costs, and reasonable
25 attorney fees under 15 U.S.C. §§ 1125(a), 1116, and 1117.

26 **COUNT IV:**

27 **DILUTION UNDER SECTION 43(c) OF THE LANHAM ACT**

28 50. NIKE re-alleges each and every allegation set forth in paragraphs 1 through 49

1 above, inclusive, and incorporates them by reference herein.

2 51. The NIKE Trademarks have become famous throughout the United States as a
3 result of the duration, extent, and geographical reach of advertising and publicity, the amount,
4 volume, and geographical extent of NIKE's sales and trading areas, their channels of trade, their
5 degree of recognition, and registration of the marks.

6 52. The NIKE Trademarks became famous before Defendants used the marks.

7 53. Because NIKE's products bearing the NIKE Trademarks have gained a reputation
8 synonymous with fashion, quality, styling, and authenticity, the NIKE Trademarks have gained
9 substantial renown.

10 54. Jialaimeng has used and continues to use in commerce the NIKE Trademarks in
11 connection with the advertisement, promotion, and sale of Jialaimeng's products.

12 55. Jialaimeng's use of the NIKE Trademarks, and colorable imitations thereof, is
13 likely to cause, has caused, and continues to cause irreparable injury to and dilution of the
14 distinctive quality of the NIKE Trademarks in violation of NIKE's rights under 15 U.S.C. §
15 1125(c). Jialaimeng's wrongful use of the NIKE Trademarks is likely to cause dilution by
16 blurring and the whittling away of the distinctiveness and fame of the NIKE Trademarks.

17 56. Jialaimeng's acts alleged above have caused, and if not enjoined will continue to
18 cause, irreparable and continuing harm to NIKE's trademarks, business, reputation, and
19 goodwill. NIKE has no adequate remedy at law because monetary damages are inadequate to
20 compensate for the injuries Jialaimeng is causing.

21 57. As a direct and proximate result of Jialaimeng's conduct, NIKE has suffered
22 damages to the valuable NIKE Trademarks, and other damages in an amount to be proved at
23 trial.

24 58. Jialaimeng's wrongful use of the NIKE Trademarks is deliberate, and constitutes
25 a willful intent to trade on the recognition of the NIKE Trademarks, making this an exceptional
26 case within the meaning of 15 U.S.C. § 1117.

27 59. NIKE is entitled to injunctive relief, and NIKE is also entitled to recover
28 Jialaimeng's profits, actual damages, enhanced profits and damages, costs, and reasonable

1 attorney fees under 15 U.S.C. §§ 1125(c), 1116, and 1117.

2 **COUNT V:**

3 **COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**

4 60. NIKE re-alleges each and every allegation set forth in paragraphs 1 through 59
5 above, inclusive, and incorporates them by reference herein.

6 61. NIKE was the first to use the NIKE Trademarks. As a result of NIKE's
7 continuous promotion and sales of products bearing the NIKE Trademarks for many decades, the
8 NIKE Trademarks have become widely known, and NIKE has been identified in the public mind
9 as the manufacturer of the products to which the NIKE Trademarks are applied.

10 62. As a result of the experience, care, and service of NIKE in producing the products
11 to which the NIKE Trademarks are applied, these products have become widely known and have
12 acquired a worldwide reputation for fashion, quality, styling, and authenticity. Moreover, the
13 NIKE Trademarks have come to symbolize NIKE's reputation for quality and excellence.

14 63. Jialaimeng, with knowledge of and with intentional disregard of NIKE's rights,
15 continues to advertise, promote, and sell products using the NIKE Trademarks, or colorable and
16 confusing imitations thereof. Jialaimeng's acts are likely to cause, have caused, and will
17 continue to cause confusion as to the source and/or sponsorship of NIKE's products and services.

18 64. Jialaimeng's acts alleged herein and specifically, without limitation, Jialaimeng's
19 use, manufacture, promotion, offers to sell, selling, and/or importing into the United States
20 numerous products that are confusingly similar to products bearing the NIKE Trademarks,
21 infringe NIKE's exclusive trademark rights in violation of the common law.

22 65. Jialaimeng's acts alleged above have caused, and if not enjoined will continue to
23 cause, irreparable and continuing harm to NIKE's trademarks, business, reputation, and
24 goodwill. NIKE has no adequate remedy at law because monetary damages are inadequate to
25 compensate NIKE for the injuries caused by Jialaimeng.

26 66. On information and belief, Jialaimeng's use of colorable imitations of the NIKE
27 Trademarks has been intentional and willful. Jialaimeng's bad faith is evidenced at least by the
28 similarity of the Infringing Shoes to the NIKE Trademarks.

67. NIKE is entitled to injunctive relief, and NIKE is also entitled to recover Jialaimeng's profits, actual damages, punitive damages, costs, and reasonable attorney fees.

PRAYER FOR RELIEF

WHEREFORE, NIKE respectfully prays for:

A. Judgment that Jialaimeng has (i) willfully infringed the NIKE Design Patents in violation of 35 U.S.C. §§ 271 (a), (ii) willfully infringed the NIKE Trademarks in violation of §1114 of Title 15 in the United States Code, (iii) willfully used false designations of origin/unfair competition in violation of § 1125(a) of Title 15 in the United States Code, (iv) willfully diluted the NIKE Trademarks in violation of § 1125(c) of Title 15 in the United States Code, and (v) willfully violated NIKE's common law rights in the NIKE Trademarks;

B. A preliminary and permanent injunction against further infringement, direct and indirect, of the NIKE Design Patents and colorable imitations thereof by Jialaimeng, its officers, agents, servants, employees, and attorneys, and all others in active concert or participation with any of them;

C. A preliminary and permanent injunction against further infringement, false designation of origin, unfair competition, and dilution of the NIKE Trademarks by Jialaimeng, its officers, agents, servants, employees, and attorneys, and all others in active concert or participation with any of them;

D. An order directing the destruction of all Infringing Shoes, or any other products that use a copy, reproduction, or colorable imitation of the NIKE Trademarks in Jialaimeng's possession or control, including the destruction of all advertising materials related to the Infringing Shoes in Jialaimeng's possession or control, including on the Internet;

E. An award of damages adequate to compensate NIKE for the patent infringements that have occurred pursuant to 35 U.S.C. § 284, which shall be trebled as a result of Jialaimeng's willful patent infringement, or an award of Jialaimeng's profits from their infringements pursuant to 35 U.S.C. § 289, whichever is greater, together with prejudgment interest and costs;

F. An assessment of costs, including reasonable attorney fees and expenses, pursuant to 35 U.S.C. § 285, with prejudgment interest;

1 G. An award of Jialaimeng's profits, actual damages, enhanced profits and damages,
2 costs, and reasonable attorney fees under 15 U.S.C. §§ 1114, 1116, and 1117 for Jialaimeng's
3 trademark infringements and dilution; and

4 H. Such other and further relief as this Court deems just and proper.

5 **IV. DEMAND FOR JURY TRIAL**

6 Pursuant to Fed. R. Civ. P. 38, NIKE hereby demands a trial by jury on all issues for
7 which a trial by jury may be had.

8
9 Dated: February 22, 2017

Respectfully submitted,

10 /s/ Jonathan W. Fountain

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21 Attorneys for Plaintiff,

22 NIKE, Inc.

CERTIFICATE OF SERVICE

I, Erik S. Maurer, hereby certify that on February 22, 2017, I caused a copy of the foregoing document entitled COMPLAINT along with Exhibits A-JJ, to be served as follows:

By Hand Delivery To:

Fujian Jialaimeng Shoes Co., Ltd. and
Daeast-Asia (Fujian) Sports Production Co.,
Ltd.
World Shoe Association Tradeshow
Booth # 92409 and 92509
Las Vegas Convention Center
3150 Paradise Road
Las Vegas, Nevada 89109

By International Federal Express:

Fujian Jialaimeng Shoes Co., Ltd. and
Daeast-Asia (Fujian) Sports Production Co.,
Ltd.
184 Xiadai Yangdai
Chendai, Jinjiang
Quanzhou, Fujian 362211
China

Dated: this 22nd day of February, 2017.

/s/ Erik S. Maurer
Erik S. Maurer